

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

R+L CARRIERS, INC.) CASE NO: 1:09cv177
600 Gillam Road)
Wilmington, Ohio 45177,)
Plaintiff,) JUDGE Dlott
vs.)
PEGASUS TRANSTECH CORP.) Jury Demand Endorsed Herein
4010 Boy Scout Boulevard, Suite 300)
Tampa, Florida 33607,)
Defendant.)

COMPLAINT FOR PATENT INFRINGEMENT

R+L Carriers, Inc. (“R+L”) states the following for its complaint against Pegasus TransTech Corporation (“Pegasus TransTech”).

Nature of the Action

1. This is an action for patent infringement in violation of 35 U.S.C. § 271(b) and (c).

Jurisdiction and Venue

2. This Court has original subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

3. This Court has general personal jurisdiction over Pegasus TransTech because of its continuous and systematic contacts with the State of Ohio. On its website, Pegasus TransTech acknowledges that it maintains business relationships with at least six customers in Ohio, including, but not limited to, Pilot Travel Centers LLC (with at least 25 locations all across

Ohio), Love's Travel Stops & Country Stores (with locations around Ohio), and numerous motor carriers with terminals and offices in Ohio. In a December 3, 2007 company newsletter, Pegasus TransTech boasted about its relationship with Ohio-based Panther Expedited Services, whose drivers "can get their trip paperwork in faster and easier than ever" because of Pegasus TransTech's truck stop scanning. In addition, Pegasus TransTech acknowledges on its website that it maintains a partnership with TMW Systems, an Ohio corporation, for its enterprise system and dispatch software. It also has a partnership with Cranel, Inc., an Ohio corporation, that Pegasus TransTech identifies as a technology provider. Upon information and belief, Pegasus TransTech's partnerships with these entities include business activity within the state of Ohio.

4. Upon information and belief, this Court has specific personal jurisdiction over Pegasus TransTech because it has caused and induced others, including, but not limited to, Crete Carrier, to use its software application, TRANSFLO Now!, within the state of Ohio in a manner that infringes on a patent owned by R+L, causing R+L harm and tortious injury in this judicial district.

5. Venue is appropriate in this judicial district pursuant to 28 U.S.C. §§ 1391 and 1400(b).

The Parties

6. R+L is a corporation organized and existing under the laws of the State of Ohio, and has its principal place of business at 600 Gillam Road, Wilmington, Ohio 45177.

7. On information and belief, Pegasus TransTech is a corporation organized and existing under the laws of the State of Florida, with its principal place of business at 4010 Boy Scout Boulevard, Suite 300, Tampa, Florida 33607.

The Infringed Patent

8. The United States Patent and Trademark Office duly and legally issued United States Patent No. 6,401,078 B1 (“the ‘078 Patent”) entitled “Bill of Lading Transmission and Processing System for Less Than a Load Carriers” on June 4, 2002. A copy of the ‘078 Patent is attached as Exhibit A.

9. The ‘078 Patent claims a process directed to the transfer of shipping documentation for a package (freight) to a processing center. In particular, documentation for a package is scanned and transmitted wirelessly to a remote processing center. The processing center then prepares a loading manifest that includes the package, prior to the package being removed from the transporting vehicle.

10. R+L owns all right, title and interest in the ‘078 Patent via assignment.

Actions Giving Rise to this Complaint

11. Pegasus TransTech provides technology-enabled business process improvement solutions to customers in the trucking industry.

12. Upon information and belief, Pegasus TransTech markets a software application known as TRANSFLO Now! In a press release found on its website, Pegasus TransTech advertises that this software enables drivers to scan delivery documents from inside their cab and to send those documents directly to the corporate office within minutes.

13. Upon information and belief, Pegasus TransTech has sold TRANSFLO Now! to Crete Carrier, a trucking company with a terminal located in Columbus, enabling Crete Carrier’s drivers to capture and transmit delivery documents from within the truck cab to its corporate office.

14. On or about January 7, 2009, R+L sent to Pegasus TransTech a cease and desist letter regarding its sale of TRANSFLO Now! (“Cease and Desist Letter”). The Cease and Desist Letter advised Pegasus TransTech that R+L is the owner of the ‘078 Patent, and enclosed a copy of the ‘078 Patent. The Cease and Desist letter informed Pegasus TransTech that R+L was aware that Pegasus TransTech was promoting and selling TRANSFLO Now!, and promoting its use “to motor carriers to remotely transmit shipping documents from a vehicle to a remote processing facility.” After advising Pegasus TransTech that R+L aggressively protects its valuable intellectual property rights, the Cease and Desist Letter requested that Pegasus TransTech provide R+L with sufficient information regarding Pegasus TransTech’s product to allow R+L to dispel its concerns of infringement.

15. Pegasus TransTech responded to R+L on or about February 3, 2009. In its response, Pegasus TransTech claimed that the ‘078 Patent is invalid. It also failed to refute any of R+L’s concerns of infringement.

16. Thus, on information and belief, Pegasus TransTech is willfully contributing to and actively inducing the infringement of the ‘078 Patent by marketing and selling TRANSFLO Now!, and encouraging motor carriers to use TRANSFLO Now! to remotely transmit shipping documents from onboard a motor vehicle to a remote processing facility. There, a loading document is prepared that includes the further transport of goods on another vehicle. Pegasus TransTech does so without leave or license of R+L, and in violation of R+L’s rights. Upon information and belief, Pegasus TransTech will continue to do so unless enjoined by this Court.

COUNT I—CONTRIBUTORY INFRINGEMENT

17. R+L repeats and realleges the allegations contained in paragraphs 1-16 above as if fully set forth herein.

18. Despite its awareness of the '078 Patent, Pegasus TransTech knowingly sells and offers to sell TRANSFLO Now! to customers who use it in conjunction with other applications and processes, and in a manner that infringes on the patented process claimed in the '078 Patent. Pegasus TransTech's conduct amounts to contributory infringement in violation of 35 U.S.C. § 271(c).

19. Upon information and belief, Pegasus TransTech has profited and will continue to profit from contributing to the infringement of the '078 Patent.

20. The actions of Pegasus TransTech with regard to contributing to the infringement of the '078 Patent has caused and will continue to cause R+L substantial and irreparable injury, for which R+L is entitled to receive injunctive relief and adequate compensatory damages.

21. Further, the actions of Pegasus TransTech with regard to contributing to the infringement of the '078 Patent are willful such that R+L is entitled to treble damages under 35 U.S.C. § 384.

COUNT II—ACTIVE INDUCEMENT OF INFRINGEMENT

22. R+L repeats and realleges the allegations contained in paragraphs 1-21 above as if fully set forth herein.

23. Upon information and belief, despite its awareness of the '078 Patent, Pegasus TransTech knowingly encourages and intends for its customers to use TRANSFLO Now! in conjunction with other applications and processes, and in a manner that infringes on the patented process claimed in the '078 Patent. Pegasus TransTech's conduct amounts to active inducement of infringement in violation of 35 U.S.C. § 271(b).

24. Upon information and belief, Pegasus TransTech has profited and will continue to profit from actively inducing the infringement of the '078 Patent.

25. The actions of Pegasus TransTech with regard to actively inducing the infringement of the '078 Patent has caused and will continue to cause R+L substantial and irreparable injury, for which R+L is entitled to receive injunctive relief and adequate compensatory damages.

26. Further, the actions of Pegasus TransTech with regard to actively inducing the infringement of the '078 Patent are willful such that R+L is entitled to treble damages under 35 U.S.C. § 284.

Demand for Relief

WHEREFORE, R+L respectfully requests that this Court enter judgment as to both counts as follows:

- A. Declare that R+L is the owner of the '078 Patent and that the '078 Patent is valid and enforceable;
- B. Preliminarily and permanently enjoin Pegasus TransTech, its employees and agents, and any others acting in concert with Pegasus TransTech, from contributing to and/or actively inducing the infringement of the '078 Patent;
- C. Award R+L its damages resulting from Pegasus TransTech's contribution to and active inducement of the infringement of the '078 Patent;
- D. Award R+L treble damages pursuant to 35 U.S.C. § 284 as a result of Pegasus TransTech's willfulness in contributing to and actively inducing the infringement of the '078 Patent;
- E. Declare that the nature of Pegasus TransTech's infringement is "exceptional" pursuant to 35 U.S.C. § 285 and award R+L its costs and attorney fees; and
- F. Grant R+L such other relief as is just and proper.

Jury Demand

R+L demands a trial by jury to the extent permitted by applicable law.

Anthony White /EMA
Anthony C. White (0062146)

Respectfully submitted,

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